

REMARKS/ARGUMENTS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the following reasons. Claims 1-20, 22, 25, 26, 30, 32, 33, 37, 38, 40-43, 45, 47, 51-55, and 59-63 were previously canceled. Claims 21, 29, 35, 44, 46, 48, 64, and 66 have been amended. Support for these claim amendments can be found at least in paragraphs [0123]-[0153] and [0167] of the published application. No new matter has been added. Claims 21, 23, 24, 27-29, 31, 34-36, 39, 44, 46, 48-50, 56-58 and 64-66 remain pending in this application.

Applicant thanks the Examiner for withdrawing the previous rejection.

Claim Rejections Under 35 U.S.C. § 103(a)

On page 2 of the Office Action, Claims 21, 23, 24, 27-29, 31, 34-36, 39, 44, 46, 48-50, 56-58, and 64-66 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over U.S. Patent No. 6,055,566 to Kikinis (hereinafter “Kikinis”) in view of U.S. Patent No. 5,701,451 to Rogers et al (hereinafter “Rogers”). Independent Claims 21, 29, 35, 44, 46, 48, 56, 64, and 66 have been amended, rendering their rejection moot.

A. Claims 21, 29, 35, 44, 46, 48, and 56

Amended independent Claim 21 recites, in part, a “graphical user interface (GUI) configured to ... schedule a future time when the user specified content will be automatically delivered to the associated client device via the LAN” (emphasis added). Amended independent Claim 29 recites, in part, “delivering the user specified content from the server to a client specified device ... wherein the user specified content is delivered from the server to the client specified device according to a first schedule specified to the server by the user, and wherein the first schedule includes a future time at which the user specified content is to be delivered to the client specified device” (emphasis added). Amended independent Claims 35, 44, 46, 48, and 56, although different in scope, recite similar elements. Applicant respectfully submits that Kikinis and Rogers, alone or in combination, fail to disclose, teach, or suggest such elements.

On page 3 of the Office Action, the Examiner stated that column 2, lines 41-54 of Kikinis discloses a “graphical user interface configured to ... schedule a time when the user specified content will be automatically delivered to the associated client device.” Column 2, lines 41-54 of Kikinis states (with emphasis added):

The playback unit in a preferred embodiment comprises a data port for connecting to a PC; a memory for storing text documents downloaded from the PC via the data port; a speaker; and a text-to-speech system adapted to open text documents downloaded from the PC, and to render the text documents as speech via the speaker. User inputs are provided for controlling selection of documents for playback, and start and stop functions for playback. In some embodiments the playback unit further comprises an LCD display adapted to display control functions for operating the playback unit. In addition the playback unit may have a display for displaying key information and for selection of control functions. The portable playback unit is preferably battery-powered and rechargeable.

Column 4, lines 53-54 of Kikinis further discloses a “start-stop control interface so the subscriber may start and stop the playback at will.” Accordingly, Kikinis discloses an “interface” that is configured to select, start, and stop the playback of a document in present time. However, Applicant respectfully submits that pressing a button to start or stop the playback of a document in present time is not the same as “scheduling a future time when the user specified content will be automatically delivered,” as claimed.

Column 4, lines 23-30 of Kikinis further states:

While playback device 110 is engaged in subscriber's PC 123, on a periodic basis filtered information from server 120 is transferred to the subscriber's PC via the Internet and downloaded to playback device 110. In a preferred embodiment this is set up to operate semi-transparently to the subscriber each time the subscriber connects to the Internet for any purpose.

As such, Kikinis further discloses that a “playback device 110” may receive filtered information each time the subscriber connects to the Internet. However, merely receiving updated information every time the device connects to the internet is not the same as

“scheduling a future time when the user specified content will be automatically delivered,” as claimed. Kikinis fails to indicate any content delivery that is “scheduled” for a “future time” or an “interface” to perform such a scheduling.

Rogers fails to cure the deficiencies of Kikinis. In the Office Action, the Examiner appears to rely on Rogers merely to disclose an interface that communicates with a client device “via a local area network (LAN)” (see page 3 of the Office Action). Rogers is directed to a “World Wide Web browser [that] makes requests to web servers on a network which receive and fulfill requests as an agent of the browser client” (Abstract). The Examiner fails to indicate and indeed Rogers fails to disclose, teach, or suggest a “graphical user interface (GUI) configured to ... schedule a future time when the user specified content will be automatically delivered to the associated client device via the LAN,” as recited in Claim 21, “delivering the user specified content from the server to a client specified device ... wherein the user specified content is delivered from the server to the client specified device according to a first schedule specified to the server by the user, and wherein the first schedule includes a future time at which the user specified content is to be delivered to the client specified device,” as recited in Claim 29, and similar elements recited in independent Claims 35, 44, 46, 48, and 56 (emphasis added).

B. Claims 64 and 66

Amended independent Claim 64 recites, in part, a “delivering the user specified content from the server to a plurality of client devices ... according to an association between the plurality of client devices and the user specified content ... wherein the association includes a plurality of scheduled times at which the user specified content is to be delivered to the plurality of client devices” (emphasis added). Amended independent Claim 66 recites, in part, a “second interface configured to schedule a plurality of future times at which to automatically deliver the content from the first data processing system to a client device via the LAN” (emphasis added). Applicant respectfully submits that Kikinis and Rogers, alone or in combination, fail to disclose, teach, or suggest such elements.

As discussed above, Kikinis discloses “user inputs ... for controlling selection of documents for playback, and start and stop functions for playback” (Abstract). Kikinis further discloses a “start-stop control interface so the subscriber may start and stop the playback at will” (column 4, lines 53-54). As such, Kikinis appears to indicate only that a user may select a single document and initiate its playback in present time. However, Applicant respectfully submits that pressing a button to start or stop the playback of a single document in present time is not the same as “scheduling a plurality of future times at which the user specified content will be delivered,” as claimed.

As also discussed above, Kikinis further discloses that a “playback device 110” may receive filtered information each time the subscriber connects to the Internet. (See column 4, lines 23-30). However, merely receiving updated information every time the device connects to the internet is not the same as “scheduling a plurality of future times at which the user specified content will be delivered,” as claimed. Kikinis fails to indicate any content delivery that is “scheduled” for a “plurality of future times” or an interface to perform such a scheduling.

Rogers fails to cure the deficiencies of Kikinis. As discussed above, the Examiner appears to rely on Rogers merely to disclose an interface that communicates with a client device “via a local area network (LAN)” (see page 3 of the Office Action). The Examiner fails to indicate and indeed Rogers fails to disclose, teach, or suggest “delivering the user specified content from the server to a plurality of client devices ... according to an association between the plurality of client devices and the user specified content ... wherein the association includes a plurality of scheduled times at which the user specified content is to be delivered to the plurality of client devices,” as recited in Claim 64, or “a “second interface configured to schedule a plurality of future times at which to automatically deliver the content from the first data processing system to a client device via the LAN” (emphasis added),” as recited in Claim 66 (emphasis added).

For at least the reasons above, Kikinis and Rogers, alone or in combination, fail to disclose, teach, or suggest each and every element recited in independent Claims 21, 29, 35, 44, 46, 48, 56, 64, and 66 (and their associated dependent claims). Accordingly, Applicant

respectfully requests reconsideration and withdrawal of the rejection of Claims 21, 23, 24, 27-29, 31, 34-36, 39, 44, 46, 48-50, 56-58, and 64-66 under 35 U.S.C. § 103(a).

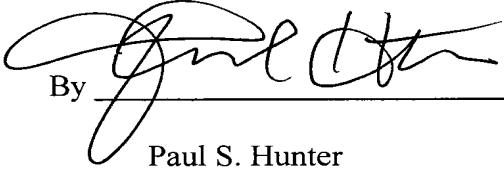
Applicant believes that the present application is in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested. The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by the credit card payment instructions in EFS-Web being incorrect or absent, resulting in a rejected or incorrect credit card transaction, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

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